

EXHIBIT "A"

TO THE MAINTENANCE AGREEMENT
OF THE COAXIAL FACILITIES,
CERRITOS, CALIFORNIA

Routine Repair and Maintenance of the
CATV Portion of the System

[Describe the required routine repair and maintenance of the CATV
portion of the System]

EXHIBIT "A"

ROUTINE REPAIR AND MAINTENANCE
OF THE CATV PORTION OF THE SYSTEM

FOR

GTE CALIFORNIA INCORPORATED

PROVIDED BY

APOLLO CABLEVISION, INC.

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OVERVIEW

The following is a preventive maintenance program designed to locate and repair network deficiencies before they result in customer service interruptions. Preventive maintenance will be accomplished by conducting systematic routine test procedures throughout the distribution network. Additionally the program is designed to insure that the network meets all technical standards required by the FCC, GTE California Incorporated and the City of Cerritos.

Several system "test" points will be selected. The "test" points will cover all major trunks and sub-trunks so that all legs of the system are monitored and data sheets compiled in order to produce a system performance "history". Also, in compliance with the FCC, a signal leakage monitoring program covering 75% of the total system mileage must be conducted annually and a "cumulative leakage index" (CLI) produced and reported to the FCC.

In addition to the daily routine maintenance, the main trunk amps will be constantly monitored by a "status monitoring system" located at the head-end. The "status monitoring system" will aid in providing a comprehensive overview of the entire trunk system and initiate an alarm if any preset amplifier conditions are exceeded.

CATV PLANT MAINTENANCE SCHEDULE

A. SERVICE DROPS

| | <u>DAILY</u> | <u>MONTHLY</u> | <u>BI-ANNUALLY</u> |
|---|--------------|----------------|--------------------|
| 1. SIGNAL LEVELS | X | | |
| 2. PICTURE/SOUND QUALITY | X | | |
| 3. SIGNAL INTEGRITY (INGRESS/EGRESS) | X | | |
| 4. MECHANICAL INSPECTION | X | | |
| 5. PHYSICAL SECURITY | X | | |
| 6. HUM | X | | |

B. DISTRIBUTION (SYSTEM TEST POINTS)

| | |
|---|---|
| 1. SIGNAL LEVELS | X |
| 2. HUM | X |
| 3. SIGNAL INTEGRITY (INGRESS/EGRESS) | X |
| 4. LINEARITY (FLATNESS) | X |
| 5. CARRIER TO NOISE (C/N) | X |
| 6. CARRIER TO CO-CHANNEL (OFF-AIR CHANNELS) - VISUAL | X |
| 7. CARRIER/INTERMOD - VISUAL | X |
| 8. MECHANICAL INSPECTION | X |

C. TRUNK AMPS AND LINE EXTENDERS

| | |
|---------------------------------------|---|
| 1. INPUT LEVELS | X |
| 2. OUTPUT LEVELS (TRUNK & BRIDGER) | X |
| 3. PADS/EQUALIZERS INSTALLED | X |
| 4. AC VOLTAGE | X |
| 5. DC VOLTAGE (REGULATED) | X |
| 6. LINEARITY (FLATNESS) | X |
| 7. SLOPE/GRAIN | X |
| 8. FREQUENCY RESPONSE | X |
| 9. TRUNK CARRIER TO NOISE (C/N) | X |
| 10. BRIDGER CARRIER TO NOISE (C/N) | X |

D. STANDBY POWER SUPPLIES (USING MANUFACTURER PROCEDURE)

| | |
|---------------------------------|---|
| 1. BATTERY OPEN CIRCUIT VOLTAGE | X |
| 2. BATTERY VOLTAGE UNDER LOAD | X |
| 3. FLOAT VOLTAGE | X |
| 4. EQUALIZE VOLTAGE | X |
| 5. AC LINE INPUT VOLTAGE | X |
| 6. AC OUTPUT VOLTAGE | X |

MONTHLYBI-ANNUALLY

- | | |
|---|---|
| 7. OUTPUT CURRENT | X |
| 8. BATTERY TERMINAL INSPECTION AND CLEANING | X |
| 9. LINE & STANDBY INDICATORS FUNCTIONAL | X |
| 10. AMP SELF TEST | X |
| 11. CABINET INSPECTION/CLEANING/PAINTING | X |

E. *DECODER BOXES/REMOTE CONTROL UNITS/TEL. INTERFACE MODULES*

NOTE: MAINTENANCE IS PERFORMED UPON ISSUANCE
AND RETURN IN ADDITION TO CUSTOMER
REQUEST.

CATV HEAD-END MAINTENANCE SCHEDULE

- | A. SATELLITE RECEIVING EQUIPMENT | <u>WEEKLY</u> | <u>MONTHLY</u> |
|--|---------------|----------------|
| 1. RECEIVER AUDIO/VIDEO LEVELS & QUALITY | X | |
| 2. DC VOLTAGE TO LNC'S | X | |
| 3. VIDEO-CIPHER AGC VOLTAGE (4.0 VOLTS) | X | |
| 4. VIDEO-CIPHER AUDIO/VIDEO LEVELS | X | |
| 5. CONNECTIONS/CONNECTORS | X | |
| B. MODULATORS/DEMULATORS/PROCESSORS | | |
| 1. RF CARRIER LEVELS | X | |
| 2. RF CARRIER FREQUENCIES | X | |
| 3. VIDEO FREQUENCY RESPONSE | X | |
| 4. CARRIER-TO-NOISE/INTERFERENCE | X | |
| C. BTSC STEREO ENCODERS | | |
| 1. PILOT INJECTION LEVEL | X | |
| 2. STEREO SEPARATION | X | |
| 3. SIGNAL-TO-NOISE RATIO | X | |
| D. VIDEO SCRAMBLING ENCODERS | | |
| 1. CROSS PULSE WAVEFORM PERFORMANCE | X | |
| 2. CONNECTIONS/CONNECTORS | X | |
| E. FM STEREO REPEATERS | | |
| 1. INPUT/OUTPUT AUDIO LEVELS | X | |
| 2. AUDIO CARRIER FREQUENCIES | X | |
| 3. MULTIPLEXED OUTPUT PERFORMANCE | X | |

F. CONVERTER CONTROL COMPUTER STATUS

WEEKLY

MONTHLY

MONITOR COMPUTER

- | | | |
|---------------------------------|---|--|
| 1. SYSTEM DIAGNOSTIC TESTS | X | |
| 2. ATX PERFORMANCE TESTS | X | |
| 3. ATX FAULT INDICATORS | X | |
| 4. ATX OUTPUT LEVELS | X | |
| 5. HARD DISK BACKUP | X | |
| 6. GENERAL CLEANING/MAINTENANCE | X | |

G. PHYSICAL PLANT

- | | | |
|-------------------------|---|---|
| 1. AIR CONDITIONING | | X |
| 2. FIRE EXTINGUISHERS | | |
| FIRE SUPPRESSION SYSTEM | | X |
| 3. GENERAL CLEANING | X | |
| 4. GROUNDING SYSTEM | | X |

CATV SYSTEM MAINTENANCE FORM

TRUNK AMPLIFIER FIELD TEST DATA SYSTEM: CEBR105 AMP. NO.: LOCATION:

DATE: CASCADE: TEMP: READER:

AMP. MFR: S.A. MODEL NO: FORWARD B/W: 50-350 KHz NO. OF CHNL:

FORER PLUG POS: A.C. VOLTAGE: D.C. VOLTAGE: TECHNICIAN:

| FORWARD SYSTEM | | | | | | | | RETURN SYSTEM | | | | | |
|---------------------------|-------------------|-----------------|--------------------|----------------------|------------------|--------------------|-----------------|-----------------|-------------------------|--------------------|------------------|--------------------|---------------|
| TRUNK MODULE MODEL NO. | TR EQLZ TALOK | TR PAD VALUE | TR OUT SLOPE | TR MDOL MODEL NO. | TR EQLZ TALOK | TR PAD VALUE | TR OUT SLOPE | FEEDER MAKER | AMP MODULE MODEL NO. | EQUALIZER VALUE | PAD TALOK | INPUT SLOPE | |
| | | | | | | | | | | | | | |
| | LOWEST CARRIER | LOWEST PILOT | MIDBAND CARRIER | HIGHBAND CARRIER | HIGHEST PILOT | HIGHEST CARRIER | SPEC | MISSD SPEC | LOWEST CARRIER | LOWEST PILOT | HIGHEST PILOT | HIGHEST CARRIER | MISSD SPEC |
| 50 FREQ | 55.25 | 61.25 | | | 69.25 | 69.25 | R/A | R/A | | | | | R/A |
| TRUNK INPUT | | | | | | | | | | | | | |
| TRUNK OUTPUT | | | | | | | | | | | | | |
| TRUNK C/N | | | | | | | 45 DB | | | | | | |
| TRUNK C/B | | | | | | | 55 DB | | | | | | |
| TRUNK EDGE IN | | | | | | | | | | | | | |
| BRIDGE OUTPUT | | | | | | | | | | | | | |
| BRIDGE C/N | | | | | | | | | | | | | |
| BRIDGE C/B | | | | | | | | | | | | | |

COMMENTS:

TEST EQUIPMENT

1. SIGNAL LEVEL METERS - SENCORE FS74 CHANNELIZER - TWO (2) EACH
2. MONARCH COMMUNICATIONS HAWK ANALYZERS - TWO (2) EACH
- * 3. VOLTMETERS - SIMPSON 260 & FLUKE DIGITAL - TWO (2) EACH
- * 4. CLAMP-ON AMPMETER - ONE (1) EACH
5. REMOTE CONTROL SWEEP TRANSMITTER/RECEIVER SYSTEM - ONE (1) EACH
- * 6. REGENCY SCANNER RX 5000 - ONE (1) EACH
- * 7. ICOM PORTABLE TRANSCEIVER - ONE (1) EACH
- * 8. WAVETEK RD-1 TUNABLE DIPOLE - ONE (1) EACH
9. HP 8592A SPECTRUM ANALYZER - ONE (1) EACH
- * 10. SCIENTIFIC ATLANTA SERIES 6800 FEEDFORWARD TEST SET - ONE (1) EACH
- * 11. SETS OF S.A. TRUE-TILT NETWORKS (TRUNK & BRIDGER) - TWO (2) EACH
- * 12. S.A. TRUNK DECONNECT TO "F" MALE HARNESS - ONE (1) EACH
- * 13. RISER BOND CABLE FAULT LOCATOR - ONE (1) EACH
- * 14. S.A. LONG REACH TEST POINT ADAPTERS - FOUR (4) EACH
- * 15. S.A. CABLE SEIZURE WRENCHES - TWO (2) EACH
- * 16. TFT 852 BTSC STEREO AURAL MODULATION MONITOR - ONE (1) EACH
- * 17. COMMERCIAL QUALITY FM STEREO RECEIVER - ONE (1) EACH
- * 18. CROSS PULSE VIDEO MONITORS - TWO (2) EACH
- * 19. PORTABLE 13" COLOR TEST SETS - FOUR (4) EACH
- * 20. FRED III STEREO DECODERS - TWO (2) EACH
21. WAVEFORM VECTOR SCOPE (COMBINATION) - ONE (1) EACH
- * 22. NTSC DIGITAL TEST SIGNAL GENERATOR - ONE (1) EACH
- * 23. PC/CLI (WITH HARD DRIVE AND SOFTWARE) - ONE (1) EACH
- * 24. DATA SCOPE - ONE (1) EACH
- * 25. OAK SIGMA ENCODER TEST RACK - ONE (1) EACH EQUIPPED WITH:
 - A. FREQUENCY AGILE MODULATORS - TWO (2) EACH
 - * B. SIGMA OAK ENCODERS - TWO (2) EACH
 - * C. SCIENTIFIC ATLANTA BTSC 6380 ENCODERS - TWO (2) EACH
 - * D. 5 INCH VIDEO MONITORS - TWO (2) EACH

RECEIVED

AMENDMENT NO. 1 TO THE MAINTENANCE AGREEMENT
BETWEEN GTE CALIFORNIA INCORPORATED
AND APOLLO CABLEVISION, INC.

AUG 15 1994

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

This Amendment No. 1 to the Maintenance Agreement is entered into as of May 3, 1991 between GTE California Incorporated, formerly General Telephone Company of California ("GTEC" or "Owner"), and Apollo CableVision, Inc. ("Apollo").

RECITALS

This Agreement is entered into with reference to the following agreed facts:

A. Apollo entered into a Maintenance Agreement with GTEC dated January 22, 1987. All references to the "Maintenance Agreement" shall hereinafter refer to the January 22, 1987 document, which specifies the terms and conditions under which Apollo shall maintain and repair the head-end and coaxial cable portion of the underground electrical signal transmission facility (the "System") in the City of Cerritos, California ("City") for GTEC.

B. The purpose of Amendment No. 1 is to define the demarcation point between equipment owned by GTEC and that owned by Apollo, to clarify the elements of the CATV network to be maintained, to add customer premises equipment and wiring as items to be maintained by Apollo under the Agreement, to specify maintenance intervals, to list the items of test equipment required to adequately maintain the System including test equipment, and to redefine "extra-

ordinary repair" under the Agreement. In addition, this Amendment No. 1 shall add a new provision titled "Monthly Compensation", stating the manner in which the agreed upon monthly compensation shall be identified and paid or credited to Apollo by GTEC.

C. Owner and Apollo have completed the construction of the System in the City of Cerritos, California. Of the total available 550 MHz CATV System, GTEC has leased 275 MHz of bandwidth to Apollo in order that Apollo may transmit cable television ("CATV") signals to Apollo's customers in the City of Cerritos via coaxial cable. The Owner is leasing the remaining 275 MHz of bandwidth to GTE Service Corporation ("GTESC").

D. This Amendment to the Maintenance Agreement sets forth changes in the terms and conditions under which Apollo shall maintain and repair the entire 550 MHz CATV System, which consists of the head-end, coaxial distribution system including "drops", decoder/converter boxes, remote control units, Telephone Interface Modules ("TIMs") and inside (customer premises) wiring for the Owner.

NOW, THEREFORE, the parties hereby agree that paragraphs 1 and 2 of the Maintenance Agreement and Exhibit A attached thereto shall be changed as set forth below:

1. Paragraph 1 of the Maintenance Agreement is hereby modified to read as follows:

The Coaxial Facilities Capacity. Under a certain Lease Agreement between Owner and Apollo dated the

22nd day of January, 1987, as subsequently amended, the Owner agreed to lease, and Apollo agreed to rent from the Owner, 275 MHz of bandwidth capacity for the use of Apollo in providing CATV service in the City of Cerritos. In a similar Lease Agreement, the remaining 275 MHz of bandwidth of the 550 MHz CATV System is leased by Owner to GTE Service Corporation ("GTESC").

2. Paragraph 2 of the Maintenance Agreement is hereby modified to read as follows:

Maintenance and Repair of the 550 MHz CATV System.

The parties agree that the repair, replacement and maintenance of the System is the responsibility of the Owner. However, pursuant to the terms of this Maintenance Agreement, Apollo agrees to maintain, replace and repair the coaxial facilities portion of the System, which includes all head-end equipment beginning at the demarcation point at the input of the decouplers/power dividers associated with the satellite equipment. This head-end equipment includes the entire 550 MHz broadcast bandwidth system and modulation-demodulation equipment. In addition, Apollo agrees to maintain the entire 550 MHz CATV System. Apollo agrees to provide all labor and materials (except for individual items of equipment the cost of which is in excess of \$300.00 and

decoder/converter boxes) required to maintain the 550 MHz CATV System including the periodic routine maintenance specified in Exhibit "A", which is attached hereto and incorporated herein by this reference, and repair or replace individual items of equipment other than decoder/converter boxes up to and including \$300.00 for each item at no additional cost to the Owner.

"Extraordinary Repair" is defined as: (i) those material costs in excess of \$300.00 to repair or replace any single item of the aforementioned equipment other than decoder/converter boxes (as estimated or determined by the manufacturer or a reputable repair shop); (ii) the replacement of decoder/converter boxes; or (iii) labor and materials for repair, replacement or maintenance of the 550 MHz CATV System required by the occurrence of a catastrophic or natural disaster.

"Extraordinary Repair" costs do not include Apollo's labor for the performance of the periodic routine maintenance specified in Exhibit "A" or to remove and reinstall equipment that is not part of catastrophic or natural disaster repair or maintenance since Apollo's routine labor costs are included in the terms of this Amendment.

"Extraordinary Repair" costs must be approved by

the Owner before the costs are incurred. Apollo will invoice the Owner and the Owner will reimburse Apollo the entire amount of such preapproved "Extraordinary Repair" costs.

GTEC has purchased and will retain title to the test equipment listed in Exhibit A. The individual items to be purchased after execution of this Amendment are denoted by an asterisk. One-half (1/2) of the cost of the test equipment to be purchased will be billed to Apollo on a monthly basis.

3. The parties agree to the following new provision:

Monthly Compensation. The monthly compensation Owner is to pay Apollo for maintenance of the System and facilities identified in paragraph 2 shall be \$35,000.00. Owner shall pay this amount monthly to Apollo beginning on the date this Amendment No. 1 to Maintenance Agreement is signed. At the end of each year of this five (5) year Agreement the monthly amount of \$35,000.00 will be adjusted based upon the Consumer Price Index ("CPI") as defined by the State of California, Department of Finance.

One-half (\$17,500.00) of the \$35,000.00 monthly cost to maintain and repair the 550 MHz CATV System identified in paragraph 2 of this Amendment will be billed to Apollo monthly. In years two (2) through

five (5) of this five (5) year agreement beginning in May, 1992, one-half of the CPI adjusted cost to maintain the 550 MHz CATV System will be billed to Apollo on a monthly basis.

4. Except as modified herein, the Maintenance Agreement shall in all respects remain in full force and effect and may not be further modified or terminated except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Maintenance Agreement as of the dates indicated below.

OWNER

GTE CALIFORNIA INCORPORATED

BY J. Rutledge for B.B. Heiken
Date: May 3, 1991

Attest:
KENNETH K. OKEL-Assistant Secretary

Kenneth K. Okel
1002/Doc1 (06)

APOLLO CABLEVISION, INC.

By Tom Koles
Date: May 3 1991

Attest:

ATTACHMENT C

RECEIVED

AUG 15 1990

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

CATV INSTALLATION AGREEMENT

This Agreement is entered into as of this 23rd day of July 1990 between GTE CALIFORNIA INCORPORATED ("GTEC") and APOLLO CABLEVISION, INCORPORATED ("Apollo").

This Agreement is entered into with reference to the following agreed facts:

(a) Pursuant to a franchise granted by the City of Cerritos, California (the "City"), GTEC has been authorized to install a communications transmission system (the "System") city-wide which System includes the provision of cable television ("CATV") services.

(b) Apollo entered into a Lease Agreement with GTEC dated January 22, 1987 (which Lease Agreement was modified by Amendment Number One to Lease Agreement dated May 26, 1988 and Amendment Number Two to Lease Agreement dated June 19, 1989) (the "Lease"). The Lease specifies the terms and conditions under which GTEC, as owner of the System, has leased to Apollo as lessee, bandwidth in the System required by Apollo to provide Video Programming (as that phrase is used in the Cable Communications Policy Act of 1984) to Apollo's customers in the City.

(c) GTEC and Apollo entered into an "Agreement for the Installation of Customer Premises CATV Equipment" pursuant to the agreement dated November 16, 1989 which agreement specified the terms and conditions under which Apollo would provide certain services for GTEC regarding the installation of certain CATV equipment on customer premises. That agreement terminated pursuant to its express terms on June 30, 1990. The purpose of this agreement is to specify the terms and conditions under which Apollo will continue to install certain CATV equipment for GTEC because of the termination of the November 16, 1989 agreement for the installation of customer premises CATV equipment.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this Agreement shall commence on the date stated above and shall terminate on September 26, 1993 unless earlier terminated in accordance with paragraph 14.

2. As requested by GTEC, Apollo agrees to:

(a) Perform the necessary services to install a coaxial "underground drop" inside a 1-inch conduit and a vacant 1-inch polyethylene conduit at each residence or business, pursuant to GTEC specifications attached hereto as Exhibit A. In

the event the customer refuses to authorize the installation of the conduit, Apollo will notify GTEC and GTEC will, at its option, contact the customer.

(b) Perform the necessary services to install an Oak decoder(s) and inside wire, if they have not previously been installed, at each designated residence or business in the City of Cerritos pursuant to GTEC specifications which are attached hereto as Exhibit A.

(c) Connect a telephone interface module ("TIM") to each Oak decoder and the telephone network (which includes installation of a telephone jack where necessary) pursuant to GTEC specifications which are attached hereto as Exhibit A. In the event the customer refuses to authorize the installation of the TIM, Apollo will notify GTEC and GTEC will, at its option, contact the customer.

(d) By December 31, 1990, retrofit with TIM applications those Oak decoders which were placed in service before December 20, 1989 (which includes installation of a telephone jack where necessary), pursuant to GTEC specifications which are attached hereto as Exhibit A.

3. GTEC agrees to reimburse Apollo for the above-stated services in the following amounts:

(a) \$55.00 per "underground drop" installation, which includes: excavation of a 12-inch deep trench, from the curbside handhole to the exterior of the residence or business; placement of two 1-inch conduits; and installation of taps, ground blocks, ground rods, coaxial drop cable, and connectors. The total cost of performing underground drop installation throughout the System shall not exceed \$55,000.00 for the life of the contract, without prior written consent of GTEC. When the estimated installation costs for any business drop exceed \$1,000.00, GTEC and Apollo agree to negotiate, in good faith, that individual installation reimbursement after any customer passed-through charges are removed from those costs. This \$55,000.00 figure is based upon an estimated penetration rate of 55% (8,250 subscribers). Apollo has the discretion to negotiate with the customer to recover any costs it may incur in excess of those paid by GTEC as a result of the underground drop installation.

(b) \$26.00 per residence or business, from July 23, 1990 to December 31, 1990, for retrofitting, with TIM applications, those Oak decoders which were placed in service before December 20, 1989 (approximately 2,385). The total cost to GTEC for this service shall not exceed \$62,000.00 without the prior written consent of GTEC. Apollo has the discretion to negotiate with the customer to recover any costs it may incur in excess of those paid by GTEC as a result of installing a TIM at a customer requested location of the Oak decoder.

(c) \$15.00 per residence or business for installing a TIM, or TIMs (which includes installation of telephone jacks where necessary), in conjunction with the installation of new CATV service. Apollo may, at its discretion, negotiate with the customer to recover any costs it may incur to install additional TIMs beyond the initial TIM installation. This reimbursement will remain in effect for the duration of this agreement and shall not exceed \$12,000.00 (800 forecasted new customers) without the prior written consent of GTEC.

(d) \$16.50 per hour, from July 23, 1990 to December 31, 1990, for an Apollo Customer Service Representative to schedule TIM connection(s) in CATV households with service dates prior to December 20, 1989. The total cost for this service shall not exceed \$17,160.00 without the prior written consent of GTEC.

4. It is agreed that Apollo may continue to retrofit Oak decoders with TIM connections after December 31, 1990 upon request of the subscriber at no cost to GTEC.

5. As of July 23, 1990, at the customer's request, Apollo will perform the necessary services to install Oak decoders and inside wire at each designated residence or business (which did not have a previous installation) at no cost to GTEC. GTEC shall provide the materials as described in Paragraph 6 below.

6. GTEC shall purchase the communications materials necessary for Apollo to perform the services stated in paragraph 2. Such materials are limited to: Oak decoders, TIMs and hand-held remote signalling units, underground drop materials, coaxial and telephone inside wire and passive components.

7. The sums paid to Apollo for its services and the material costs incurred by GTEC pursuant to this agreement, shall be included in the "Owner's Recoverable Construction Costs" as that phrase is defined in Exhibit "B" to the Lease.

8. Apollo agrees to maintain an accurate inventory of all decoders (which for inventorying purposes includes TIMs and hand-held remote signalling units) by serial number and location. Apollo shall give a status of the current inventory on a quarterly basis (including spares and repair status) to GTEC's Business Implementation Manager.

9. Apollo agrees to provide GTEC with a list of materials required to perform the services stated in paragraph 2 of this Agreement and to maintain an accurate inventory of these materials as they are received and used. GTEC agrees to order such materials promptly following receipt of the list of require-

ments from Apollo. Apollo's duty to commence the services stated above shall not arise until GTEC provides Apollo with the required materials.

10. Apollo shall perform all work in a quality manner and in accordance with the specifications attached hereto as Exhibit A. GTEC shall have the right to inspect the quality of the work performed by Apollo whenever requested. Any corrective work required as a result of Apollo failing to perform services pursuant to the specifications attached hereto as Exhibit A shall be done at Apollo's sole cost and expense, in a manner consistent with the GTEC written specifications.

11. Upon ten (10) days written notice by GTEC to Apollo (or such shorter period as the parties may mutually agree upon), GTEC or its authorized representative shall have the right to commence a quarterly audit or examination during normal business hours of all source documents, systems, records and procedures as may contain information bearing upon amounts being billed to GTEC pursuant to this Agreement. The notice of audit or examination shall identify the date upon which it is to commence, the location, GTEC's representatives, the subject matter of the audit or examination and the materials to be reviewed. In the conduct of the audit or examination, GTEC's review will include all information which Apollo has, or is in a position to provide, to ensure that all components of all invoices are substantiated by adequate source documentation. GTEC shall also have integrity of source data. GTEC shall have the right to select, subject to approval of Apollo, an independent certified public accounting firm to conduct all or a portion of the audit or examination. Each party shall bear its own expenses in connection with the conduct of each audit or examination except GTEC shall pay the cost of the public accounting firm.

12. Both GTEC and Apollo agree that Apollo will act as an independent contractor in the performance of its duties under this Agreement. As such, none of the employees of Apollo or its subcontractors will be eligible for any benefits provided by GTEC to its employees. Apollo shall be responsible for payment of all taxes arising out of Apollo's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees as required. Moreover, Apollo agrees to obtain all necessary insurance coverage, including by way of illustration but not limitation, liability, workers' compensation and state disability insurance. Apollo shall comply with all federal, state and local laws.

13. Apollo will hold GTEC harmless from claims or liabilities arising out of Apollo's installation, operation, maintenance or removal of the equipment provided for by this Agreement,

except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct by GTEC, its agents, servants, officers or employees.

14. Any party may terminate this Agreement, effective immediately, without liability for said termination, upon written notice to the other party, if any of the following events occurs:

(a) The other files a voluntary petition in bankruptcy.

(b) The other is adjudged bankrupt.

(c) A court assumes jurisdiction of the assets of the other under a federal reorganization act.

(d) A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other.

(e) The other becomes insolvent or suspends its business.

(f) The other makes an assignment of its assets for the benefit of its creditors except as required in the ordinary course of business.

(g) The identity of the other's business is materially changed by sale of its business, transfer of control of its outstanding stock, merger or otherwise.

Either party may immediately terminate this Agreement for a material breach or default of any of the terms, conditions or covenants of this Agreement by the other, provided that such termination may be made only following the expiration of a thirty (30) day period during which the other party has failed to cure such breach after having been given written notice of such breach.

15. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of California.

16. This Agreement constitutes the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties.

17. In the event either party hereto initiates an appropriate legal action to enforce the terms and provisions of this Agreement, the prevailing party in such action may receive its costs of suit, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this Agreement is executed the day and year indicated below.

GTE CALIFORNIA INCORPORATED

By [Signature]
BERNARD B. HEILER

Date 8/2/90

APOLLO CABLEVISION, INC.

By [Signature]

Date JULY 31, 1990

ATTEST:

Assistant Secretary

ATTEST:

Corporate Secretary



**GTE Telephone Operations
West Area**

One GTE Place
Thousand Oaks, CA 91362-0011
805 372-6000

Reply To
CA5009A

September 17, 1993

Mr. Thomas L. Robak
President
Apollo CableVision
13100 Alondra Blvd., Suite 104
Cerritos, CA 90701

Dear Tom:

As you know, the CATV installation agreement dated July 23, 1990, between GTE California, Incorporated and Apollo CableVision, Incorporated, expires on September 26, 1993. In consideration of our on-going negotiations and to insure prompt customer service we are willing to extend the agreement on a month-to-month basis, under the same terms, until further notice. We will provide 15 days written notice of any intent to terminate the extension.

Please contact Michael Bolduc at 805/372-8855 with any questions you have regarding the proposed extension.

Sincerely,

Robert G. McCoy
Area Vice President - Sales

RGM:lb

c: D. J. Bache - Cerritos - CA
M. C. Bolduc - CA500TG - Thousand Oaks, CA
R. A. Cecil - HQE04N56 - Irving, TX
M. M. Morrell - HQE03J35 - Irving, TX
R. D. Wright - CAG07OF - Covina, CA

Robert G. McCoy
Area Vice President-Sales



GTE Telephone Operations
West Area

One GTE Place, CA6009A
Thousand Oaks, CA 91362-3811
805/372-7884
FAX: 805/496-5969

June 13, 1994

VIA HAND DELIVERY

Mr. Thomas L. Robak
President
Apollo CableVision, Inc.
13100 Alondra Boulevard
Suite 104
Cerritos, CA 90701

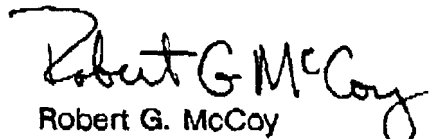
Dear Mr. Robak:

Reference: CATV INSTALLATION AGREEMENT:
NOTICE OF INTENT TO TERMINATION

This is in regard to that certain CATV Installation Agreement dated July 23, 1990 by and between GTE California Incorporated (GTECA) and Apollo CableVision, Inc. (Apollo). Pursuant to my correspondence of September 17, 1993, this Agreement was extended upon a month-to-month basis. In that correspondence, GTECA also committed to give fifteen (15) days written notice of any intent to terminate the extension.

PLEASE TAKE NOTICE that by this correspondence GTECA formally gives notice to terminate the Agreement. Said termination will be effective at 12:01 a.m. on July 18, 1994.

Sincerely,


Robert G. McCoy

RGM:mj

PROOF OF SERVICE

Delivery Service: Professional Express - 310/821-4041

Date: 6/15/94

Time: 8:30 AM

Recipient: Apollo CableVision
13100 Alondra Blvd., Suite 104
Cerritos, CA 90701

Item: June 13, 1994 letter from GTE California, Incorporated
(GTECA) signed by Robert G. McCoy regarding Notice
of Intent to Terminate CATV Installation Agreement dated
July 18, 1994 at 12:01 a.m. (PDT).

Sherman Williams
Delivery Representative
Professional Express